L. R. A. N. S. 699 refused a husband a right of action for a personal tort committed by his wife. See 16 VA. L. REG. 856; 72 CENT. L. J. 75, 272; 9 MICH. L. REV. 440.

INSURANCE—ASSIGNMENT OF POLICY GOVERNED BY WHAT LAW.—A life insurance policy issued in Wisconsin to a resident of North Dakota expressly provided that the contract was to be considered as having been made and to be performed in Wisconsin. The wife of the assured was named as beneficiary. The assured made an assignment of the policy in in Minnesota without the consent of the beneficiary. Under the laws of Minnesota the policy belonged to the beneficiary and her rights could not be cut off by such an assignment. Under the law of Wisconsin the policy was the property of the assured and could not be assigned by him so as to defeat the rights of the beneficiary. *Held,* the law of Wisconsin governed the assignment and the assignee was entitled to the policy. *Northwestern Mutual Life Ins. Co.* v. *Adams,* (Wis. 1913) 144 N. W. 1108.

As a general rule the validity of the assignment of choses in action, like that of the transfer of other personal property, is determined by the law of the place of assignment, *May* v. *Wannermacher,* 111 Mass. 202, MINOR, CONFLICT OF LAWS, § 122. The same rule has been applied to life insurance policies. The assignment is considered as a separate contract from the original contract of insurance and is governed by the law of the place where the assignment was made without reference to the law governing the original contract. *Union Central Life Ins. Co.* v. *Wood,* 11 Ind. App. 335, 37 N. E. 180; *Spencer* v. *Myers,* 150 N. Y. 269, 34 L. R. A. 175; *Russell* v *Grigsby,* 168 Fed. 577; *Miller* v. *Manhattan Life Ins. Co.,* 110 La. Ann. 651, 34 So. 723. In some cases, where the question has arisen in the state where the original contract was made and to be performed, the courts have applied their own law but whether as the lex fori or the lex loci contractus is not clear, *Barry* v. *Equitable Life Ins. Soc.,* 59 N. Y. 567. But all of these cases involved the validity of the assignment as such, and are to be distinguished from the principal case, where the question was as to the rights under the policy which could be transferred by the assignment. The Wisconsin law governing the rights of an insured in the policy is peculiar, *Clark* v. *Durand,* 12 Wis. 233; *Armstrong* v. *Blanchard,* 150 Wis. 131, 156 N. W. 145. While the Wisconsin court was passing upon its own contract, and it is difficult to say to what extent it was influenced by the policy of the forum, the decision would seem to be sound. The right of the insured to make an assignment so as to defeat the rights of the beneficiary would seem to be a part of the obligation of the contract of insurance and to be governed by whatever law the parties intended, MINOR, CONFLICT OF LAWS, § 181. In the absence of more express evidence of the intent of the parties the law of the place of performance is usually presumed to have been intended by them to determine the obligations under the contract. Rights once vested under this law ought not be disturbed by future transactions elsewhere. See also notes in 87 Am. St. Rep. 513 and 63 L. R. A. 958.